

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

8002727 & 8002728

DATE: July 2, 2020

CONTRACT #: 8002720 NIGP CODE: 208-0000

CONTRACT FOR: Computer Software Reseller

CONTRACTORS:

SHI International Corp.

VDR# 175141 P001

290 Davison Ave

Somerset, NJ 08873

Zones LLC

VDR# 222860 P001

1102 15TH Street SW. Suite 102

Auburn, WA 98001-6524

CDWG

VDR# 269442 P001

230 N. Milwaukee Ave.

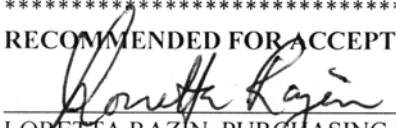
Vernon Hills, IL 60061

SUBMITTED FOR ACCEPTANCE BY:


JENNIFER JACK, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 7/13/2020

RECOMMENDED FOR ACCEPTANCE BY:


LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 7/13/2020

APPROVED FOR ACCEPTANCE BY:

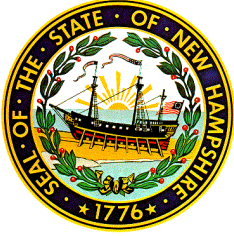

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 7/13/20

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 7/14/20



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

July 28, 2020

Charles M. Arlinghaus
Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into three (3) computer software reseller contracts 8002720, 8002727 and 8002728 with the vendors Software House International (SHI), Zones, and CDWG as described below and referenced as DoIT No. 2021-018.

This is a request for approval of three (3) computer software reseller contracts: Software House International (SHI), Zones, and CDWG. These statewide contracts will provide state agencies the opportunity to purchase software through multiple vendors and distribution partners at a competitive price.

These contracts shall become effective upon execution by Commissioner Arlinghaus through July 30, 2023.

A copy of this letter should accompany the Department of Administrative Services' contract documentation through the approval process.

Sincerely,

 for
Denis Goulet

DG/ik/ck
DoIT #2021-018

cc: Jennifer Jack, DAS



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PROCUREMENT AND SUPPORT SERVICES
State House Annex - Room 102
25 Capital Street
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
(603) 271-3201

July 16, 2020

Denis Goulet
Commissioner
27 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

The Department of Administrative Services is requesting the approval of three (3) computer software reseller contracts 8002720, 8002727 and 8002728 with the vendors Software House International (VDR #175141), Zones (VDR#222860), and CDWG (VDR#269442). These contracts will have a three (3) year term, from August 1, 2020 through July 31, 2023 and will allow agencies the ability to purchase Department of Information Technology (DoIT) approved software.

Prior Related Actions

The State awarded contract #8002065 to Software House International via RFB 1885-17 with a 3 year contract term August 1, 2016 through July 31, 2019. This contract allowed for two (2) one year extensions. Extension one was implemented August 1, 2019 ending January 31, 2020. Extension two, the current contract, was implemented February 1, 2020 and is expiring July 31, 2020. No extensions remain on this contract.

Alternatives and Benefits

RFB 2289-20 for the Computer Software reseller contract closed on 5/1/2020. After reviewing the bid responses a potential \$1,450,043.60 cost savings over the 3 year term has been identified. This savings has been identified through the additional resellers Zones and CDWG in conjunction with SHI offering lower price points for our current standard software. Vendors were required to be a Microsoft Government Large Account reseller (LAR) and must be able to manage volume-licensing agreements with several other software publishers as well as provide software pre sales assistance, documentation, and volume license agreement administration at no additional cost to the State.

Based on the bid results the Department of Administrative services would like to move forward with awarding this contract to the three resellers SHI, Zones, and CDW. This would allow the vendors to bid against each other to assure that we have a competitive advantage and provide the potential to source software through multiple vendors and distribution partners.

- Agencies get multiple quotes (from the awarded resellers) for non-standard software items.
- Pricing for standard software would be updated monthly and posted to the DoIT standards webpage.

Impact on Other State Agencies and Municipalities

These contracts shall provide agencies, and any eligible participants, multiple sources for the purchase of various software licenses.

Supporting Documentation

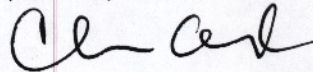
For your review, I have attached the draft notice of contract for each vendor as well as the award spreadsheet for RFB 2289-20.

CONTACT PERSON: Jennifer Jack
Purchasing Agent
25 Capitol Street, RM 102
Concord, NH 03301
Telephone: (603) 271-3146
Email: Jennifer.Jack@das.nh.Gov

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully Submitted,



Charles M. Arlinghaus
Commissioner

Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 1/31/2020

Bid No.: 2289-20

Date of Bid Closing: 2/28/2020

Time of Bid Closing: 10:30 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO JENNIFER JACK: E-mail JENNIFER.JACK@DAS.NH.Gov

EMAIL YOU'RE BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR CONTRACT: COMPUTER SOFTWARE RESELLER

[Insert name of signor] Jon Bailey, on behalf of Zones, [insert name of entity]
submitting bid LLC

(collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 2289-20 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary.

The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature



Jon Bailey (Apr 30, 2020)

Authorized Signor's Title Vice President, Business and Legal

Affairs

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: STATE: ZIP:

On the ___ day of _____, 2020, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary
Public/Justice of the Peace)

My commission expires: _____ (Date)

Form P31-B

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.



GENERAL CONDITIONS AND INSTRUCTIONS: NATURE OF AND ELIGIBILITY TO

RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitute a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made. **AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received, the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent. **ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire. **FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid. **PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities, which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work. **4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination. **6. INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence. **7.2.** The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

- 8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or
- 8.1.2.** failure to submit any report required hereunder; or
- 8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
- 8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
- 8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
- 8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

- 9. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.
- 10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.
- 12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).
- 13. TOXIC SUBSTANCES.** In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.
- 14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.
- 15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
- 16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- 17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.
- 18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

BID INVITATION FOR: COMPUTER SOFTWARE RESELLER

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for supplying the State of New Hampshire agencies with the items indicated in the "Offer" section of this bid invitation to be ordered as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Items ordered under any resulting contract shall be delivered FOB destination to the locations indicated in the "Delivery Locations" section of this bid invitation.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation. **BID**

SUBMITTAL:

All bids shall be submitted on this form or an exact copy, shall be typed or clearly printed in ink and shall be received on or before the date and time specified on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201. **BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Jennifer Jack at the following address: Jennifer.Jack@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name, address, and the name of the person submitting the question.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is

<https://das.nh.gov/purchasing/purchasing.aspx> **TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

1/31/2020	Bid Solicitation distributed on or by
2/19/2020	Last day for questions, clarifications, and/or requested changes to bid
2/28/2020	10:30 AM (EST) Bid Closing
8/01/2020	Implementation / Posting of Contract

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if

required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information that the bidder deems confidential. Bids and proposals that contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, such entities shall be solely responsible for their association with the successful Vendor. The State of New Hampshire shall assume no liability as may arise from such an association between the successful Vendor and any such eligible participants. **CONTRACT TERM:**

The term of the contract shall commence August 1, 2020 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) year extension thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s). It is the intent of the state to award up to three contracts. DoIT software standards are awarded on a monthly basis. The

State will request pricing from all awarded vendors and agencies will be instructed to purchase from the low quote for each month. For non-standard software and balance of product line, agencies will be required to obtain a quote from all awarded vendors; purchase order will be issued to the vendor with the lowest quote.

Successful Vendor shall not be allowed to require any other type of purchase order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://das.nh.gov/purchasing>

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public.**

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

TERMINATION:

The State of New Hampshire shall have the right to terminate the purchase contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):

<https://DAS.NH.Gov/Purchasing>

- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form.

These forms shall be returned to the designated State agency prior to commencing any work.

- **CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A. **BID PRICES:**

Bid prices shall remain firm for 180 days and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor". **WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all equipment/items provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses. **ABILITY TO PROVIDE:**

Successful Vendor shall be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

ORDERING PROCEDURE:

The Bureau of Purchase and Property shall issue purchase orders on behalf of the State agencies with a value over \$500.00.

Agencies may place orders with a total value of \$500.00 or less by using a State of New Hampshire purchasing card (P-card). All orders over \$500.00 must have NH Department of Information Technology approval. At time of order placement, the agency shall indicate the payment method of P-Card.

Vendor shall be capable of accepting orders via telephone, web, E-mail and Fax.

Eligible participants will utilize their own individually established ordering procedures.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit (at a minimum) a monthly, quarterly and annual usage report for analysis for each state agency or eligible participant. An agency contract distribution list will be provided to the vendor for distribution of reports. Vendor must have the ability to create custom or on demand reports, as requested by SoNH. Vendor must have the ability to stored adhoc reports for future use. Vendor must have the ability to globally modify agreed to fields and own the reasonability to make changes as needed i.e. incorrect agency name, change in agency name. Vendor must use a consistent agency naming convention for reports, a master agency name list will be provided to the vendor. Reports are due no later than 30 days after each end of

each calendar quarter Bureau of Procurement Services, Jennifer Jack and sent electronic to Jennifer.Jack@DAS.NH.GOV. At a minimum, the Report shall include:

- Contract Number
- Purchase Order Number – P-Card Payment Transaction Number
- Invoice Number and Invoice Date
- Utilizing Agency and Eligible Participant with consistent agency naming convention. The SoNH will provide master agency name list to vendor.
- All Products Purchased (showing the manufacturer, item description, manufacturer part number, Quantity, Unit Price, Extended Price and Total Cost of all Products Purchased
- Order date
- Ship date
- Bill to and Ship to Information

- Total Cost of all Products Purchased. Ability to sort by agency/eligible participant.
- Ability to add categories for sorting purposes as requested by SoNH Preferred in Excel and online real-time formats
- License expiration date reminders
- Order shipment status
- Multi-year license procurement roadmap
- Monthly Customer Service Metrics
- For all enterprise agreements where a variety of agencies are purchasing under one agreement a report must be provided that clearly shows, per enterprise agreement, which agency the purchase was made, the PO number, unit/total cost and the licensing type. In addition to the renewal date for each agreement.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for the agency.

RETURNED GOODS:

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

DELIVERY TIME:

The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within ten (10) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement. **PAYMENT:**

Payments shall be made via Procurement Card (P-card = Credit Card) without increase to prices (Unless otherwise specified by the state of New Hampshire). Eligible participants shall negotiate their own payment methods with awarded vendor.

P-Card payment: receipt to the agency containing the following information:

- Purchase Order Number
- Cross match to Purchase Order number with P-Card payment / transaction number
- Description of item(s) purchased
- Unit cost
- Total cost **INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the agency's name, quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR'S BALANCE OF PRODUCT LINE ITEMS

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other items in relation to the bid description from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices". **VENDOR RESPONSIBILITY:** The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

SPECIFICATION COMPLIANCE:

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturers and/or product numbers indicated are the only ones that are acceptable under this bid invitation.

The software reseller must be a Microsoft Government Large Account Reseller (LAR) and must be able to manage and provide the administration of volume-licensing agreements, end user license agreements and other documents (as requested) with several other software publishers at no cost to the State of New Hampshire. Reseller must be able to provide software, presales assistance and documentation. Additionally, the software reseller will provide software that is not available through volume license agreements.

The State of New Hampshire's current Microsoft Select Plus Agreement is number 54266132.

PRICING QUOTATIONS

The State expects to receive pricing quotations within one (1) business day. Quotes shall be honored for thirty (30) calendar days unless there are special circumstances. These special exceptions shall be clearly noted as part of any quotation.

Vendors shall utilize a system of alphanumeric identification of their quotations so that they may be referred to by that I.D. number for purposes of ordering or other means of communication.

If there is a price decrease between the time of the quote and the time of receipt of the Purchase Order the vendor shall invoice at the new lower price.

Vendors shall offer a procedure for researching and sourcing products that are not part of their balance of product line. Vendors shall apply the same pricing model as agreed to under the contract.

Vendor is responsible for maintaining customer service metrics including but not limited to the below:

Time to return a phone call is 4 business hours.

Time to respond to an email is 4 business hours.

Time to provide a quote is one (1) business day.

CUSTOMER SUPPORT SERVICES

The successful vendor shall provide both pre- and post-sales support for all software purchased against any awarded Contract. The Vendor shall have a central contact point, available during normal working hours (7:30 4:30 EST Monday through Friday, for resolving customer support problems.

Pre-Sales Support shall include, but is not limited to:

- Product Quotes ○ Recommended bundle purchases i.e. new PC software ○ Monthly standard product quote
- Product Research- Written advice in locating software packages to serve a specific need
- Product Recommendation- Written advise on selecting the correct product from a product line • Product Specifications
- Written Analysis and advice with making decision between SaaS and premise-based software • Advice on whether to buy "upgrade protection"
- Assistance with true ups
- Assistance with modeling – if we added 10 more license x, would that put us in a better discount tier?
- Guide us to proper volume purchases based on knowledge of the available discount tiers.
- Recommendation on item to purchase when multiple levels exist i.e. Standard SQL or Enterprise SQL
 - Assistance with co-termining services
- Provide Total Cost of Ownership (TCO) analysis for a solution based on vendors roadmaps advising when changes are in our best interest factoring in enterprise standards and volume licensing
- Provided P&P Monthly updates by 1st of the month on the SoNH standard software offerings
- Recommend changing standard version when appropriate to achieve the best TCO possible
- Provide industry trend analysis specific to software purchased by SoNH
- Assistance to State Agencies in configuring systems that best meet their needs.

Post-Sales Support shall, include but is not limited to: • Thorough understanding SoNH portfolio

and Quarterly onsite Business Reviews to discuss: ○ Standard Product Line to validate we

are leveraging the best solutions and pricing. ○ Past Quarter Purchases by spend, by

category, by days to ship etc. ○ Service levels metrics ○ Licenses due to expire

- Update on any licensing structure changes ○ True-up's due following quarter ○ Roadmap reviews for expiring versions, volume purchases etc.
- Industry Trends
- Recommended cost savings, product standardization
- Review and recommendation on leveraging Software Assurance benefits
- Review of SoNH monthly orders and overall portfolio to make certain we are purchasing correct items i.e. SQL Standard vs. SQL Enterprise
- Delivery Information-delivery status including backorders
- Product Return
- Invoice/Billing Issues
- Facilitate Resolution of Product Problems

- On-site Manufacturer Representation
- License Tracking
- Maintenance Tracking
- Archive reports – 6 years purchase history or as long as we are doing business with vendor
- Renewal reminders-[3 months minimum in advance of expiration and monthly thereafter until an order is placed, unless otherwise advised.] Allow alerts to be configurable based on product.

Other Services:

- One-on-one training for any tool recommended by the vendor to track or report purchases.
- Batching of individual State Purchase Orders to meet manufacturer minimum quantities to achieve best pricing or to reach more advantageous discount levels.
- Manage the placement of State Purchase Orders for license renewals so as to delay the expenditure of funds until as close to the renewal date as is reasonably possible.
- Provide State of NH renewal information to new vendors as appropriate.
- Include maintenance commencement date and termination date on all invoices.
- Responsible for thorough understanding of manufacture agreements, Enterprise Agreements, Select Agreements etc. and can completed the paperwork required. Vendor must also have the ability to administer said agreements on behalf of SoNH i.e. Volume License Agreements (VLA).

MINIMUM ORDERS:

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

OFFER:

Vendor hereby offers to furnish to State of New Hampshire agencies and institutions and to any political subdivision and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

- **See Attachment A**

Attachment A must be completed. In order or your bid to be found compliant, you must bid on 75% of items listed in the offer sheet (Attachment A).

OFFER SHEET WILL BE ATTACHMENT A (SPEARATE FROM THIS DOCUMENT). For best results, open in FireFox or Internet Explorer and not Chrome web browser. When open in Adobe, you will notice the attachments on the left side of your screen with a paperclip attachment for Excel. Quotes in lieu of a completed offer sheet will not be accepted.

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

_____ Khawar Abbasi _____ 253-545-7348

_____ 800-408-9663

_____ Contact Person

_____ Local Telephone Number

_____ Toll Free Telephone Number

_____ publicsector@zones.com

_____ www.zones.com

_____ E-mail Address

_____ Company Website

_____ Zones, LLC _____

1102 15th, Street sw. Suite 102 Auburn, WA 98001-6524

_____ Vendor Company Name

_____ Vendor Address

ATTACHMENTS:

The following attachments are an integral part of this bid invitation: **Attachment**

A: Offer Sheet

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided. In order for your bid to be found compliant, you must bid on 75% of items listed on the offer sheet (Attachment A)

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 1 TO BID INVITATION # 2289-20

Posted: 2/26/2020

DATE OF BID CLOSING: 02/28/20

TIME OF BID CLOSING: 10:30 AM (EST)

FOR: COMPUTER SOFTWARE RESELLER

DATE OF BID CLOSING:

Presently Reads: February 28, 2020 @ 10:30 AM (EST) Amend

to Read: March 27, 2020 @ 10:30 AM (EST)

CLARIFICATION:

This request for bid is to find our next software contract reseller(s), we will be awarding up to three vendors. We are looking to award to a Microsoft LAR / VAR Government account reseller. The award sheet is based on what we purchased in the last three-year contract term. We are not purchasing anything on this list at this time; therefore, I cannot provide serial numbers, account number- etc.

Please note the offer sheet has been updated – please use the current version dated 2/26/2020.

Q1: We have been informed that SnagIt 2018 (SNAGG01-18-E) is end of life. To accurately complete Attachment A, are offers permitted to quote its replacement— SNAGG99-20? **A1:** Yes, the offer sheet has been updated to reflect this.

Q2: Page 7 of the solicitation states, “The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in section.” Will lowest cost be used to evaluate and award Sections 1 and 2 of Attachment separately, or will lowest cost be evaluated for Attachment A as a whole?

A2: Yes, bid will be awarded by section and up to three resellers. Section 1 is based on standard software and section 2 is based on various purchases made throughout the last contract term.

Q3: Will the quantities provided in Attachment A be spread over the life of the contract or are these quantities the State’s anticipated annual purchase?

A3: These quantities are based on the last contract term (3 years).

Q4: We have been informed that the State is currently working with Adobe to transition from a perpetual license model (which is requested in the solicitation) to a subscription-based model. Given this information, should we quote the Adobe products in Attachment A based on a perpetual license model, as noted in the solicitation, or a subscription-based model?

A4: Please quote based on what is listed in Attachment A, perpetual license model.

Q5: Attachment A requests pricing for “Dragon Professional Individual - (v. 15) - box pack - 1 user - local, state - DVD - Win - US English.” Nuance no longer provides boxed products for Dragon. The replacement is a downloadable version with no government pricing available. Will the State allow offers’ to quote this replacement product?

A5: Yes, quote for the downloadable version is acceptable. Attachment A Offer sheet has been updated to reflect this.

Q6: Please provide Red Hat contract numbers

A7: Red Hat has been removed from the Offer Sheet Attachment A

Q7: Please provide Bluebeam serial numbers

A7: This is not a renewal – please quote as new licenses.

Q8: Please provide Citrix NetScaler Org ID

A8: This is not a renewal – please quote as new license(s).

Q9:McAfee - Is this a new license or a renewal?

If it is a renewal, please provide the grant number.

A9: New license, however the grant number is 13852811-NA1

Q10: Citrix- What is the end user’s Org ID?

A10: This is not a renewal – please quote as new license(s).

Q11: Red Hat - Please provide the Red Hat acct#/ Login ID or contract number tied to these subscriptions.

Are these renewable subscriptions?

If so, what are the service dates?

A11: Red Hat has been removed from the Offer Sheet Attachment A

Q12: Adobe- Does the End User already have a VIP #?

Are these new licenses or renewals?

A12: We are looking for pricing for new licenses.

Q13: What is the grant number information for McAfee?

A13: 13852811-NA1

Q14: Is this a renewal for all software?

A14: The line items listed in Attachment A are new licenses. The renewals for Red Hat have been removed.

Q15: Please confirm can a vendor bid on some of the requested items or is it necessary to bid on all of them?

A15: Vendors must bid on 75% of the items listed in Attachment A

PURCHASING AGENT: Jennifer Jack

E: Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER _____ ADDRESS _____ Zones, LLC 1102
15th Street SW, Suite 102 Auburn,

BY  _____ WA 98001-
6524

(this document must be signed)

Jon Bailey VP, Business and Legal Affairs _____ TEL.

NO. _____ 253-545-7348 (please type or print name)

Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

ADDENDUM # 2 TO BID INVITATION # 2289-20

Posted: 3/24/2020

DATE OF BID CLOSING: 02/27/2020

TIME OF BID CLOSING: 10:30 AM (EST)

FOR: COMPUTER SOFTWARE RESELLER

DATE OF BID CLOSING:

Presently Reads: March 27, 2020 @ 10:30 AM (EST)

Amend to Read: May 1, 2020 @ 10:30 AM (EST)

PURCHASING AGENT: Jennifer Jack

E: Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER _____ ADDRESS _____ Zones, LLC 1102
15th Street SW, Suite 102 Auburn,

BY  _____ WA
Jon Bailey (Apr 30, 2020)
98001-6524

(this document must be signed)

Jon Bailey, VP Business And Legal Affairs _____ TEL.

NO. _____ 253-545-7348 (please type or print name)

Please visit: <https://das.nh.gov/purchasing/purchasing.asp> (click on "Bid and Proposals") for complete bid and addendums.

Client#: 581248

ZONESLLC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services NW 601 Union Street, Suite 1000 Seattle, WA 98101		CONTACT NAME: PHONE (A/C, No, Ext): 206 441-6300 E-MAIL ADDRESS: seattle.clcertrequest@usi.com FAX (A/C, No): 610-362-8530	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Property Cas. Co. of America	
		INSURER B : Allmerica Financial Benefit Ins. Co.	
		INSURER C : Phoenix Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 41 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6303H376187	06/26/2019	06/26/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA1N23215A	06/26/2019	06/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CUP1J648136	06/26/2019	06/26/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WM2D89319400 Incl. Stop Gap	06/26/2019	06/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please note that limits shown above may not represent the full limits of coverage carried by the Named Insured, but are shown as evidence that coverage is carried with limits at least as high as is required by contract.

(See Attached Descriptions)

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott D. Hansen III

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DESCRIPTIONS (Continued from Page 1)

Exhibit of Insurance